

In Re:

FOREIGN ECONOMIC INDUSTRIAL BANK LIMITED, et al.
LARISA IVANOVNA MARKUS, et al.

February 4, 2020

eScribers, LLC
(973) 406-2250
operations@escribers.net
www.escribers.net

To purchase copies of this transcript, please contact us by phone or email

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

- - - - -x

In the Matter of:

FOREIGN ECONOMIC INDUSTRIAL BANK Main Case No.

LIMITED, "VNESHPROMBANK" LTD., AND 16-13534-mg

STATE CORPORATION "DEPOSIT INSURANCE

AGENCY",

Debtors.

- - - - -x

In the Matter of:

LARISA IVANOVNA MARKUS AND Main Case No.

YURI VLADIMIROVICH ROZHKOV, 19-10096-mg

Debtors.

- - - - -x

YURI ROZHKOV AND THE STATE CORPORATION DEPOSIT INS,

Plaintiff, Adv. Proc. No.

v. 19-01414-mg

LARMAR FOUNDATION, et al.,

Defendants.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

- - - - -x
ROZHKOV,
Plaintiff, Adv. Proc. No.
v. 19-01413-mg
LARMAR FOUNDATION, et al.,
Defendants.

- - - - -x

United States Bankruptcy Court
One Bowling Green
New York, New York

February 4, 2020
11:11 AM

B E F O R E:
HON. MARTIN GLENN
U.S. BANKRUPTCY JUDGE

1

2 (CC: Doc# 1,3,4,5,7,8,9) Pretrial Conference.

3

4 Doc# 3 Pretrial Conference.

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20 Transcribed by: Heather Richards

21 eScribers, LLC

22 352 Seventh Avenue, Suite #604

23 New York, NY 10001

24 (973)406-2250

25 operations@escribers.net

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A P P E A R A N C E S:

MARKS & SOKOLOV LLC

Attorneys for Foreign Representatives of Foreign
Economic Industrial Bank and Larisa Markus
1835 Market Street
17th Floor
Philadelphia, PA 19103

BY: BRUCE S. MARKS, ESQ.

NINA KHAN, ESQ. (TELEPHONICALLY)

MARKS & SOKOLOV LLC

Attorneys for Foreign Representatives of Foreign
Economic Industrial Bank and Larisa Markus
21/5 Kuznetsky Most, Entrance 5
Suite 3129
Moscow, Russia 107996

BY: SERGEY SOKOLOV, ESQ. (TELEPHONICALLY)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

THE LAW OFFICES OF DANIEL A. SINGER PLLC

Attorneys for Protax Entities and the LM Entities

630 3rd Avenue

18th Floor

New York, NY 10017

BY: DANIEL A. SINGER, ESQ.

1 P R O C E E D I N G S

2 THE COURT: All right. Please be seated. We're here
3 in two adversary proceedings: Rozhkov and The State
4 Corporation Deposit Insurance Agency v. the LARMAR Foundation
5 et al. The two cases are adversary proceeding numbers 19-01413
6 and 19-01414. May I have the appearances, please? First for
7 the foreign representative.

8 MR. MARKS: Your Honor, this is Bruce Marks. I
9 believe on CourtCall we have Sergey Sokolov from our Moscow
10 office and Nina Khan from our Philadelphia office. I represent
11 the Deposit Insurance Agency, the plaintiff in the one case on
12 behalf of Vneshprombank. And I represent Yuri Rozhkov, the
13 foreign representative for Larisa Markus.

14 THE COURT: Okay. Thank you.

15 MR. SINGER: Good morning, Your Honor. The Law Office
16 of Daniel A. Singer. I'm Daniel Singer. I'm here to represent
17 all the defendants other than BG Atlantic and Larisa Markus.
18 And I can go --

19 THE COURT: Hold on just a second.

20 MR. SINGER: Um-hum.

21 THE COURT: I want to make sure I get a pen ready.
22 All right. Okay. Go ahead. Yes.

23 MR. SINGER: So I'm here to represent all the
24 defendants except for Larisa Markus and BG Atlantic, Inc. And
25 I can go through each of those, if you'd like. So I'm

FOREIGN ECONOMIC INDUSTRIAL BANK; LARISA IVANOVNA MARKUS 7

1 representing LARMAR Foundation, Ilya Bykov, LM Realty 31B, LLC,
2 LM Realty 31C, LLC, LM Realty 27D, LLC, LM Realty 24, LLC, LM
3 Realty 23H, LLC, LM Realty 20A, LLC, LM Realty 18 West, LLC, LM
4 Realty 10C, LLC, LM Property Management, LLC, Innovative
5 Construction Group, and First Integrated Construction, Inc.

6 THE COURT: Thank you very much --

7 MR. SINGER: Thank you.

8 THE COURT: -- Mr. Singer.

9 All right, Mr. Marks, have BG Atlantic, Inc. and
10 Larisa Markus been served?

11 MR. MARKS: Your Honor, Larisa Markus was served in
12 Russia. We filed an affidavit of service.

13 THE COURT: I read it.

14 MR. MARKS: So we believe that she's been served.

15 THE COURT: When was she served?

16 MR. MARKS: I believe, Your Honor, it was last
17 Wednesday. It's in the affidavit of service.

18 THE COURT: Sure.

19 MR. MARKS: I have it in my folder if you'd like me to
20 look.

21 THE COURT: Oh, let me -- I'll find it.

22 MR. MARKS: Thank you, Judge. It took us a day or two
23 to do the affidavit.

24 THE COURT: Yeah. Yeah, the affidavit of service is
25 ECF docket number 9 and it was --

1 MR. MARKS: Dock -- it's number 9 and both -- Your
2 Honor, I have it in front of me from the --

3 THE COURT: It's dated January 30th, 2020.

4 MR. MARKS: It -- she -- Your Honor, according to the
5 affidavit, she was served on January 27th, 2020.

6 THE COURT: All right. And what about BG Atlantic?

7 MR. MARKS: Your Honor, we have a small difference of
8 fact on that. It was my understanding that Ilya Bykov was an
9 officer or director of BG Atlantic. We attempted to serve BG
10 Atlantic through Mr. Bykov -- Mr. Bykov's office by hand
11 delivery and also by mail. That -- the hand delivery people
12 were not permitted access to the office and the mail was
13 returned. Mr. Singer has told me that, in fact, Mr. Bykov has
14 not been an officer or director of BG Atlantic. So our plan --
15 while that may be disputed, our plan would simply be to serve
16 BG Atlantic at another address.

17 THE COURT: Okay.

18 MR. MARKS: And we -- which we could do. I believe
19 they're a New York corporation. So rather than get into it, I
20 think we can serve them on the Secretary of State or at the
21 last known address of Mr. Granik's widow, Larisa (ph.) Granik.
22 BG, Your Honor may recall, stands for Boris Granik.

23 THE COURT: All right. And you're going to do that
24 promptly?

25 MR. MARKS: We will do that promptly, Your Honor.

1 This is the first that I've heard from Mr. Singer on this issue
2 of whether he's an officer or director.

3 THE COURT: Okay.

4 MR. MARKS: And as Mr. Singer has -- as he just said,
5 agreed to accept service -- or has agreed -- what did you
6 exactly agree to?

7 MR. SINGER: Well, yeah, I'll -- you want me to do.

8 MR. MARKS: Go ahead, Mr. Singer.

9 MR. SINGER: Yeah. Sorry. I -- my apologies. I
10 actually just retained on this this morning, so I have not had
11 a chance to talk to Bruce Marks until now. What I have agreed
12 to do is -- other than Larisa Markus and BG Atlantic, who I
13 don't represent -- we've agreed to waive defense of any service
14 of process for the other defendants in exchange for a sixty-day
15 time to answer, otherwise moved until April 3rd. As Your Honor
16 knows, there had been an ongoing settlement going on here.

17 THE COURT: Well, I don't know. So --

18 MR. SINGER: Well, okay. Well, I -- sure.

19 MR. MARKS: So we've --

20 MR. SINGER: Yeah.

21 MR. MARKS: -- reached that agreement, Your Honor. If
22 it's acceptable to the Court, then the April 3rd response date
23 to the complaint is fine with us.

24 THE COURT: Okay. And that's -- I would -- it's my
25 intention --

FOREIGN ECONOMIC INDUSTRIAL BANK; LARISA IVANOVNA MARKUS 10

1 You can sit down, Mr. Singer. Yeah.

2 So it's my intention to enter a case management and
3 scheduling order after this hearing. And while -- and it has a
4 provision in it for answering or otherwise pleading to the
5 complaint. I had a date a little earlier than April 3rd, but
6 I'm happy to go along with the agreement for April 3rd. So
7 I'll change the form of order that I'm entering to April 3rd.

8 I don't want to get into the details of settlement
9 discussions, Mr. Marks, but can you generally bring me up to
10 speed on what's happening in both the underlying Chapter 15
11 cases and in the two adversary proceedings?

12 MR. MARKS: Yes, Your Honor. There have been
13 settlement discussions that resulted in a term sheet in October
14 of last year. Those settlements have continued until now.
15 I've become involved in them recently. They are good-faith
16 settlement discussions. There are details, as in any
17 settlement, Your Honor, that needs to be worked out. Without
18 getting into the details, Your Honor, we expect it'll be one
19 settlement agreement for the assets that we are aware of in the
20 United States. That would be a settlement agreement over which
21 this Court would have jurisdiction.

22 And then, we would expect there to be a second
23 settlement agreement regarding assets that are outside the
24 United States which we would not think that Your Honor would
25 need to expend resources on. The -- there are issues, Your

FOREIGN ECONOMIC INDUSTRIAL BANK; LARISA IVANOVNA MARKUS 11

1 Honor, in terms of the technicalities of the Russian law. As
2 Your Honor knows, we have two -- we have a trustee of Larisa
3 Markus and we have DIA, which is effectively the trustee of the
4 bank. And I'm informed that certain things need to be approved
5 by the Russian courts in order for the settlement agreement to
6 be effective.

7 I'm hopeful, Your Honor, that an agreement in
8 principle can be reached between my two clients, DIA and Mr.
9 Rozhkov, and at least -- and relevant defendants, at least,
10 within the next two to three weeks. It's not clear to me, Your
11 Honor, that all of the defendants need to be party to the
12 settlement agreement. But I would expect, Your Honor, that
13 any -- the settlement agreement would involve the dismissal,
14 obviously, of the adversary claims.

15 And as far as the discovery order that Your Honor has
16 been kind to extend, I suspect that we would probably have some
17 type of resolution of that as well so that Your Honor would no
18 longer need to extend it. And we would just agree, as it were
19 that it's -- that they have complied with it. If -- because
20 there has been information, Your Honor, that has been shared as
21 part of the settlement discussions that otherwise would've been
22 covered by Your Honor's discovery order.

23 And what the -- and because of the good-faith nature
24 of the settlement discussions, we have delayed, as you can see,
25 enforcing the order in order to save the expense of Mr. Bykov

1 and his entities doing the electronic discovery that Your Honor
2 so carefully considered. It's not that we don't think it's
3 valuable. It's that we think that we've got the information
4 that we would've otherwise gotten from the order in, let's just
5 say, a more voluntary process. We --

6 THE COURT: Let me ask this.

7 MR. MARKS: Sure. Can I --

8 THE COURT: Go ahead. Go ahead.

9 MR. MARKS: And Your Honor, I asked in his --
10 Mister -- we're involved with our office in Moscow. The
11 anticipation is that if we can reach an agreement with Mr.
12 Bykov and the relevant parties in the next two weeks, then
13 there'd be some type of, what I'll call, motion practice before
14 the Russian bankruptcy court. And the view is that that could
15 take, from today, perhaps another six weeks. And once that --
16 assuming the court there approves the request that's relevant,
17 then we could, I would hope, shortly, conclude the settlement
18 here.

19 THE COURT: May I ask this? Does the contemplated
20 settlement include Ms. Markus?

21 MR. MARKS: At this point, Your Honor, it does. But
22 Your Honor, as you're -- I've learned a lot in this case. And
23 one thing that Your Honor said that you may remember at our
24 first conference is that we could resolve the dispute over the
25 assets here in the United States, even though there are many

FOREIGN ECONOMIC INDUSTRIAL BANK; LARISA IVANOVNA MARKUS 13

1 other disputes that will exist. So the -- as far as Ms. Markus
2 is concerned, the settlement agreement in the United States
3 would be limited to the assets that we have uncovered here.

4 THE COURT: Well, let me -- you have periodically
5 filed, as I required, very short status reports. And other
6 than to indicate that settlement was ongoing, they were quite
7 uninformative. I was fine with that, up to a point. I entered
8 the case management order that set today's conference and I
9 required the status report regarding service of process because
10 when I looked at the dockets of both cases, there was no
11 indication that the complaints had been served. The rules,
12 obviously, are different with respect to service of process on
13 defendants in the United States and for service on Ms. Markus.
14 And she is the only defendant who's outside the United States;
15 is that right?

16 MR. MARKS: Our position, Your Honor, is LARMAR, which
17 is the Panama foundation, has its principal place of business
18 in Mr. Bykov's office.

19 THE COURT: Well --

20 MR. MARKS: And he's --

21 THE COURT: -- Mr. Singer has accepted service. So --

22 MR. SINGER: I -- it's fine. In exchange for the --
23 um-hum.

24 THE COURT: -- that -- it's not --

25 MR. SINGER: Non-issue.

FOREIGN ECONOMIC INDUSTRIAL BANK; LARISA IVANOVNA MARKUS 14

1 THE COURT: That's not an issue. So I entered the
2 order for today's conference because I don't allow cases or
3 proceedings to remain on my docket as just sort of a holding
4 action by the parties. If you file something and it's assigned
5 to me, I deal with it. I gave some leeway and then my patience
6 ran out. And so I set today's hearing.

7 I'm all in favor of settlement. And I have no doubt
8 that settling this matter is complicated by the fact that there
9 are assets here, there are assets elsewhere in the world. I
10 understand as a Chapter 15 judge, I think, certainly, I can
11 deal with assets in the United States, not outside. But
12 whether that's clearly the rule that applies in an adversary
13 proceeding, I'm not -- is not before me. What I am --
14 sometimes, even well-intentioned parties need a nudge of
15 deadlines to be able to move things to the finish line in
16 getting a settlement done.

17 So if there -- if you contemplate a written settlement
18 agreement here, the effectiveness is conditioned on approval of
19 the court in Russia, that's fine, if that's one of the terms of
20 the settlement agreement. I -- I'll certainly consider it when
21 the time comes, but it's not uncommon in a cross-border case.
22 But what -- I am going to push -- I am going to enter a case
23 management scheduling order.

24 MR. SINGER: Your Honor, I'd like to have a chance to
25 be heard if I --

FOREIGN ECONOMIC INDUSTRIAL BANK; LARISA IVANOVNA MARKUS 15

1 THE COURT: No, I -- just a second --

2 MR. SINGER: Yeah -- no. Um-hum.

3 THE COURT: -- Mr. Singer. And we'll talk about
4 what -- some of the deadlines I may set. I'm willing -- in the
5 order -- my standard order includes as its last paragraph that
6 this order may not be modified or the dates herein extended
7 except by further order of this Court for good cause shown.
8 Any application to modify or extend any deadline established by
9 this order shall be made in a written application not less than
10 five days prior to the expiration of the date sought to be
11 extended. If I conclude that good-faith progress is being made
12 to resolve a case, I'm certainly prepared to adjust the
13 deadlines that I set. But again, I don't simply leave it to
14 parties and not to the Court to impose deadlines, et cetera.
15 And that's my expectation here.

16 MR. MARKS: Your Honor --

17 THE COURT: Go ahead. Yeah, go ahead.

18 MR. MARKS: -- just a matter of information -- and
19 I've certainly told my clients that this is how I -- typically
20 how the system works in the United States. The judges move
21 their dockets and it's a good thing. My -- I don't believe
22 that my client can sign a settlement agreement before the court
23 in Russia rules. So we're about six weeks away from my client
24 being able to do that. We can agree in principle, but their
25 view, in terms of the authority that they have, is that they

FOREIGN ECONOMIC INDUSTRIAL BANK; LARISA IVANOVNA MARKUS 16

1 could actually -- they could not sign something without that
2 court's permission. I hope Your Honor --

3 THE COURT: I -- I'm --

4 MR. MARKS: Just like a debtor here --

5 THE COURT: -- certainly -- if I get that -- if what I
6 get is a status report with a copy of the written -- proposed
7 written settlement agreement translated into English, an
8 indication of the -- that the application has been made, not
9 that it's going to be made, I'm not going to sit back and wait
10 for six months for maybe an agreement's going to be signed.
11 Maybe there's going to be some roadblock to it. It -- I'll
12 accept that you're telling me that the foreign representatives
13 don't have the authority to sign a settlement agreement without
14 approval of the court in Moscow. But I presume that you have
15 to actually present the proposed settlement agreement to the
16 court in Moscow to get that approval; is that correct?

17 MR. MARKS: I think that there are certain terms in
18 the agreement that have to be approved by the court. I don't
19 know the court is required to see the agreement itself. The
20 proposed settlement agreement provides certain payments to be
21 made to somebody who's going to be assisting in the sale of the
22 assets.

23 THE COURT: Um-hum.

24 MR. MARKS: And in order -- I'm told, under Russian
25 law, for a trustee to approve payment out, there has to be --

FOREIGN ECONOMIC INDUSTRIAL BANK; LARISA IVANOVNA MARKUS 17

1 THE COURT: Well --

2 MR. MARKS: -- approval. But that's a technicality.

3 THE COURT: Well, what I -- am I correct that you
4 anticipate that within two to three weeks, there will be a
5 proposed written settlement agreement that sets forth the
6 proposed terms that the ability of the foreign representative
7 to actually execute it is dependent on the approval of the
8 court in Moscow?

9 MR. MARKS: Exactly.

10 THE COURT: And you will promptly thereafter make the
11 application in Moscow to get the approval; is that a fair
12 statement?

13 MR. MARKS: That's a fair statement.

14 THE COURT: Okay.

15 MR. MARKS: And it would be --

16 THE COURT: And so if I -- well, what I'm very
17 reluctant to do, Mr. Marks, is simply take it -- not that I
18 dispute what you're saying, but I actually want to see the
19 proposed settlement agreement. And I want to understand that
20 that's the agreement for which approval is being sought in
21 Moscow, that the application has been made, that the agreement
22 can't be executed by the foreign representative until -- unless
23 and until the court in Moscow grants its approval. When I see
24 that, I will, to the extent necessary, adjust dates.

25 But what I'm not going to do is simply say, let me

FOREIGN ECONOMIC INDUSTRIAL BANK; LARISA IVANOVNA MARKUS 18

1 know some time in the future if you have a signed settlement
2 agreement, you have the approval of a Moscow court. That's not
3 going to happen. Okay? Is there a problem with that?

4 MR. MARKS: Your Honor, I strongly believe in the feet
5 to the fire doctrine. So I don't see a problem with that.

6 THE COURT: Okay. All right. Mr. Singer, you wanted
7 to --

8 MR. SINGER: Yes, if I may, just briefly.

9 THE COURT: -- you had something. Go ahead, Mr.
10 Singer.

11 MR. SINGER: So without going into a lot of details
12 about the settlement --

13 THE COURT: Yeah, and I don't want to know the
14 details --

15 MR. SINGER: I --

16 THE COURT: -- of the settlement.

17 MR. SINGER: And I don't want to waste Your Honor's
18 time.

19 THE COURT: Okay.

20 MR. SINGER: The way things have worked right now is
21 I've been a little bit more intimately involved with Mr. Marks
22 has in terms of the U.S.-based details. He may have been
23 working behind the scenes. I -- but I have had limited contact
24 with him. They've actually been dealing with a different law
25 firm.

FOREIGN ECONOMIC INDUSTRIAL BANK; LARISA IVANOVNA MARKUS 19

1 I think this is great. This is the first I'm hearing
2 that we can get this done within two or three weeks. I think
3 that's absolutely fantastic. I -- without going into any
4 details, I would say there were a few hiccups that they were
5 going to get back to us on. I think that two or three weeks is
6 maybe a little bit unrealistic unless suddenly things -- some
7 things -- hiccups have been resolved, which I have no knowledge
8 of. And I'll have to get knowledge of that after this
9 conference.

10 We're -- I agree with Mr. Marks. We're all for
11 getting this done. Everybody wants to get this done. We've
12 all been working very hard to get this done. All I'll say is I
13 appreciate any -- I've appreciated any flex -- all the
14 flexibility that Your Honor has given us. And I appreciate,
15 with the constraints that Your Honor has outlined, with the
16 feet to the fire, that some flexibility in this.

17 I just think -- the only thing I wanted to comment, I
18 think the two or three weeks may be a little bit unrealistic.
19 And again, Mr. Marks may very well have some information that I
20 don't have right now that's expediting this in some fashions.
21 I will check with my client. But I would've said that's a
22 little bit unrealistic, given what's been going on.

23 The only thing I want to say is, regarding the
24 schedule order, so we're clear, the April 3rd deadline is to
25 answer or otherwise move. I have no idea. I was literally

FOREIGN ECONOMIC INDUSTRIAL BANK; LARISA IVANOVNA MARKUS 20

1 retained two hours ago. Whether I'd make a motion, I have no
2 idea. Hopefully, it'll never happen.

3 THE COURT: I'm not --

4 MR. SINGER: Yeah. Yeah.

5 THE COURT: And I -- the form of the order I prepared
6 says defendants must answer or otherwise plead to the
7 complaint -- complaints on or before April 3rd.

8 MR. SINGER: And that's in regards to --

9 THE COURT: And if you make a motion, you make a
10 motion.

11 MR. SINGER: And sorry. Just so -- I'm sorry, Your
12 Honor. Just to clarify, that's for the defendants I
13 represent --

14 THE COURT: Yes, correct.

15 MR. SINGER: -- which is everybody besides Larisa
16 Markus and --

17 THE COURT: Well --

18 MR. SINGER: -- BG Atlantic, yeah.

19 THE COURT: -- they told me that Ms. Markus has been
20 served. And there may be a dispute about whether she is served
21 or not. But there's an affidavit of service on the docket. I
22 saw the affidavit of service. As far as I'm concerned, that
23 date's going to apply to Ms. Markus as well. I don't know
24 whether -- I think Worms has indicated he's not going to
25 represent her in the adversary proceedings.

FOREIGN ECONOMIC INDUSTRIAL BANK; LARISA IVANOVNA MARKUS 21

1 I don't know whether there's somebody, Mr. Marks,
2 who's been identified as her counsel in the adversary
3 proceedings.

4 MR. MARKS: Your Honor, I do not know.

5 THE COURT: Okay. And if she doesn't move, answer, or
6 otherwise plead to the complaint by the deadline, Mr. Marks
7 will decide whether he's going to seek to enter a default.
8 I --

9 MR. SINGER: Okay.

10 THE COURT: That's not your client.

11 MR. SINGER: And all I'll say on that, Your Honor, is
12 again, I'm not representing her. And I think he's going to
13 reach her at BG Atlantic -- or serve BG Atlantic as he had
14 stated a few minutes ago.

15 THE COURT: Yeah, if it's located here, that's got
16 dates for -- this order will get entered and it -- as far as
17 I'm concerned, the date's going to apply to BG Atlantic, too.
18 But its counsel can deal with that, okay?

19 MR. SINGER: Absolutely. Thank you, Your Honor.

20 THE COURT: Okay. All right. So the order I'm going
21 to enter is going to have the April 3rd date for defendants to
22 answer or otherwise plead to the complaint.

23 MR. SINGER: So sorry, Your Honor. I don't -- perhaps
24 my terminology is -- you mean otherwise move or is it
25 otherwise --

1 THE COURT: Well, otherwise plead.

2 MR. SINGER: -- I -- okay.

3 THE COURT: The motion is a pleading. Okay?

4 MR. SINGER: Okay. I apologize. Okay.

5 THE COURT: I -- we're on the same wavelength.

6 MR. SINGER: Yeah. Yeah.

7 THE COURT: Okay.

8 MR. SINGER: Okay. I understand. Sorry.

9 THE COURT: Ordinarily, I'd provide that Rule 26(a)
10 initial -- (a)(1) initial disclosures be done within fourteen
11 days, but I'm going to put that down in here for forty-five
12 days because I'm hopeful that you will, in fact, move forward.
13 It's going to provide that all fact discovery shall be
14 completed not later than 180 days from the date of the order.
15 Again, if proceedings to get approval of the settlement
16 agreement in Moscow are going on, that would be a grounds for
17 me extending it.

18 But ordinarily, Mr. Marks, I'd have 120 -- I'd provide
19 120 days for fact discovery. Here, I'm going to put 180.

20 There's going to be a provision, which I would
21 ordinarily put fourteen days. But within forty-five days after
22 the date of this order, the parties shall admit to the --
23 submit to the Court a written report outlining their discovery
24 plan as required by Federal Rule of Civil Procedure 26(f)(2)
25 and (3). What the discovery issues in the main cases -- main

1 Chapter 15 cases has demonstrated to me, I wanted to see -- I
2 want to see a discovery plan. And if there are disagreements
3 about it, we'll deal with that quickly. I'm going to move that
4 to forty-five days.

5 But -- and again, if there's proposed settlement and
6 settlement approval, I'm willing to adjust the dates. The
7 other provisions, I think, are pretty self-explanatory. I'm
8 setting the next case management conference for April 6th at 10
9 a.m. and requiring written status reports by April 2, 2020.
10 Let's see where you are then. And if you're able to establish
11 good reason to move the date of the conference, I'll consider
12 it.

13 But I do -- I'm not -- it's not my intent to be
14 punitive. I just want to keep a schedule. Let's move forward.
15 Hopefully, there will be a settlement and it will result in the
16 dismissal of these two adversary proceedings and a resolution
17 of the Chapter 15 cases as well. But let's see where we get
18 to.

19 Go ahead, Mr. Marks.

20 MR. MARKS: Your Honor, I would expect that this
21 would -- that the settlement would resolve the adversary
22 actions and also the orders that you're enter -- well, the
23 discovery order that Your Honor has entered.

24 THE COURT: Well, let me speak to that very, very
25 briefly.

1 MR. MARKS: But there's still other open items in
2 the --

3 THE COURT: I held Mr. Worms in contempt and I ordered
4 him to pay sanctions to the Court. And you can't resolve that.
5 You can ask me to vacate an order. It's on appeal. I'm not
6 sure I have jurisdiction to even do anything to the contempt
7 order. Worms has appealed. What's the status before Judge
8 Garvey (ph.)?

9 MR. MARKS: Your Honor, you have entered the -- you
10 entered the -- what you called the sanctions order and then the
11 fees order. Mr. Worms did not pay the --

12 THE COURT: Oh, I know that.

13 MR. MARKS: -- nor did he pay the 60,000 dollars in
14 attorney fees. Neither order was stayed by the district court.
15 The -- Mr. Worms' reply briefs are due roughly in ten days and
16 then we're hoping that the district court will -- we've asked
17 the district court to promptly resolve it, so that if the
18 orders are affirmed, as we have requested, that Your Honor
19 would presumably deal with his continued conduct.

20 THE COURT: Right. I -- look, as far as I'm
21 concerned, to the extent that he was ordered to pay your fees,
22 if it's part of the settlement, you forego that. That's --
23 I'll -- that, I think, is for the parties to settle. What you
24 can't do -- certainly, if Judge Garvey reversed me, well, fine,
25 he will reverse me. But if he doesn't, any effort to vacate,

1 amend, or modify my sanctions order against Victor Worms that
2 ordered him to pay to the clerk of the court funds -- you can
3 take your position about it. But that's not going to control
4 what I do.

5 MR. MARKS: Right. So I'm not -- I don't think I'm
6 going to comment on this in detail now because Mr. Worms is not
7 here. But just -- Your Honor may remember that the fees were
8 to be paid by Mr. Worms personally.

9 THE COURT: Oh, yeah.

10 MR. MARKS: So --

11 THE COURT: I do remember.

12 MR. MARKS: -- and there's a pending Rule 11 motion,
13 which we'll just hold in abeyance for now. But we've incurred
14 substantial fees in this case that --

15 THE COURT: Let's see if we can get everything
16 resolved. Okay?

17 MR. MARKS: Fair enough. I appreciate --

18 THE COURT: All right.

19 MR. MARKS: -- Your Honor's interest in that.

20 THE COURT: Okay. All right.

21 And Mr. Singer, I appreciate your working out with Mr.
22 Marks agreement about accepting service and -- for the
23 defendants that you're representing. And we'll -- let's hope
24 that this whole thing gets resolved.

25 MR. SINGER: Absolutely, Your Honor.

1 THE COURT: Okay. All right.

2 Anything else, Mr. Marks?

3 MR. MARKS: Your Honor, just one second. In terms of
4 the Chapter 15 cases, there may be additional discovery that we
5 may need to take at some point because there may be assets --
6 other assets here in the United States or otherwise that we
7 would like to uncover. But that's a discussion for another
8 day.

9 THE COURT: Well, once I enter this case management
10 scheduling order, at least as to those parties who are
11 defendants here --

12 MR. MARKS: In the --

13 THE COURT: -- you can go ahead and take your
14 discovery.

15 MR. MARKS: No -- yeah, in the -- you're entering this
16 in the adversary action.

17 THE COURT: Yeah. I'm not -- right. I'm talking
18 about the adversary proceeding.

19 MR. MARKS: Fair enough.

20 THE COURT: Whatever you do in the Chapter 15 cases
21 with discovery, you'll do. But --

22 MR. MARKS: No, absolutely, I understand this
23 applies --

24 THE COURT: Okay.

25 MR. MARKS: -- to the adversary actions.

FOREIGN ECONOMIC INDUSTRIAL BANK; LARISA IVANOVNA MARKUS 27

1 THE COURT: Yeah. Okay. Thank you very much. All
2 right.

3 MR. MARKS: Thank you, Your Honor.

4 THE COURT: We're adjourned.

5 (Whereupon these proceedings were concluded at 11:41 AM)

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

C E R T I F I C A T I O N

I, Heather Richards, certify that the foregoing transcript is a true and accurate record of the proceedings.



Heather Richards (CDLT-198)
TTA-Certified Digital Legal Transcriber
eScribers
352 Seventh Ave., Suite #604
New York, NY 10001

Date: February 6, 2020

#	against (1) 25:1	approved (2) 11:4;16:18	Bowling (1) 2:11	claims (1) 11:14
#604 (1) 3:22	Agency (2) 6:4,11	approves (1) 12:16	briefly (2) 18:8;23:25	clarify (1) 20:12
A	ago (2) 20:1;21:14	April (10) 9:15,22;10:5,6,7; 19:24;20:7;21:21; 23:8,9	briefs (1) 24:15	clear (2) 11:10;19:24
a1 (1) 22:10	agree (4) 9:6;11:18;15:24; 19:10	assets (10) 10:19,23;12:25; 13:3;14:9,9,11; 16:22;26:5,6	bring (1) 10:9	clearly (1) 14:12
abeyance (1) 25:13	agreed (4) 9:5,5,11,13	assigned (1) 14:4	Bruce (2) 6:8;9:11	clerk (1) 25:2
ability (1) 17:6	agreement (27) 9:21;10:6,19,20, 23;11:5,7,12,13; 12:11;13:2;14:18, 20;15:22;16:7,13,15, 18,19,20;17:5,19,20, 21;18:2;22:16;25:22	assisting (1) 16:21	business (1) 13:17	client (4) 15:22,23;19:21; 21:10
able (3) 14:15;15:24;23:10	agreement's (1) 16:10	assuming (1) 12:16	Bykov (6) 7:1;8:8,10,13; 11:25;12:12	clients (2) 11:8;15:19
absolutely (4) 19:3;21:19;25:25; 26:22	ahead (9) 6:22;9:8;12:8,8; 15:17,17;18:9; 23:19;26:13	Atlantic (13) 6:17,24;7:9;8:6,9, 10,14,16;9:12;20:18; 21:13,13,17	Bykov's (2) 8:10;13:18	comment (2) 19:17;25:6
accept (2) 9:5;16:12	al (2) 2:6;6:5	attempted (1) 8:9	C	complaint (5) 9:23;10:5;20:7; 21:6,22
acceptable (1) 9:22	allow (1) 14:2	attorney (1) 24:14	call (1) 12:13	complaints (2) 13:11;20:7
accepted (1) 13:21	along (1) 10:6	Attorneys (1) 5:3	called (1) 24:10	completed (1) 22:14
accepting (1) 25:22	amend (1) 25:1	authority (2) 15:25;16:13	can (18) 6:18,25;8:20;10:1, 9;11:8,24;12:7,11; 14:10;15:22,24; 19:2;21:18;24:5; 25:2,15;26:13	complicated (1) 14:8
access (1) 8:12	anticipate (1) 17:4	Avenue (2) 3:22;5:4	carefully (1) 12:2	complied (1) 11:19
according (1) 8:4	anticipation (1) 12:11	aware (1) 10:19	case (10) 6:11;10:2;12:22; 13:8;14:21,22; 15:12;23:8;25:14; 26:9	concerned (4) 13:2;20:22;21:17; 24:21
action (2) 14:4;26:16	apologies (1) 9:9	away (1) 15:23	cases (9) 6:5;10:11;13:10; 14:2;22:25;23:1,17; 26:4,20	conclude (2) 12:17;15:11
actions (2) 23:22;26:25	apologize (1) 22:4	B	cause (1) 15:7	concluded (1) 27:5
actually (6) 9:10;16:1,15;17:7, 18;18:24	appeal (1) 24:5	back (2) 16:9;19:5	CC (1) 3:2	conditioned (1) 14:18
additional (1) 26:4	appealed (1) 24:7	bank (1) 11:4	certain (3) 11:4;16:17,20	conduct (1) 24:19
address (2) 8:16,21	appearances (1) 6:6	Bankruptcy (3) 2:10,21;12:14	certainly (6) 14:10,20;15:12, 19;16:5;24:24	Conference (8) 3:2,4;12:24;13:8; 14:2;19:9;23:8,11
adjourned (1) 27:4	application (5) 15:8,9;16:8;17:11, 21	become (1) 10:15	cetera (1) 15:14	consider (2) 14:20;23:11
adjust (3) 15:12;17:24;23:6	applies (2) 14:12;26:23	behalf (1) 6:12	chance (2) 9:11;14:24	considered (1) 12:2
admit (1) 22:22	apply (2) 20:23;21:17	behind (1) 18:23	change (1) 10:7	constraints (1) 19:15
Adv (1) 2:4	appreciate (4) 19:13,14;25:17,21	BG (14) 6:17,24;7:9;8:6,9, 9,14,16,22;9:12; 20:18;21:13,13,17	Chapter (6) 10:10;14:10;23:1, 17;26:4,20	Construction (2) 7:5,5
adversary (12) 6:3,5;10:11;11:14; 14:12;20:25;21:2; 23:16,21;26:16,18, 25	approved (11) 14:18;16:14,16; 17:2,7,11,20,23; 18:2;22:15;23:6	bit (4) 18:21;19:6,18,22	check (1) 19:21	contact (1) 18:23
affidavit (7) 7:12,17,23,24;8:5; 20:21,22	approve (1) 16:25	Boris (1) 8:22	Civil (1) 22:24	contemplate (1) 14:17
affirmed (1) 24:18		both (3) 8:1;10:10;13:10		contemplated (1) 12:19
again (5) 15:13;19:19; 21:12;22:15;23:5				contempt (2) 24:3,6
				continued (2) 10:14;24:19
				control (1) 25:3
				copy (1)

16:6 Corporation (2) 6:4;8:19 counsel (2) 21:2,18 Court (96) 2:10;6:2,14,19,21; 7:6,8,13,15,18,21,24; 8:3,6,17,23;9:3,17, 22,24;10:21;12:6,8, 14,16,19;13:4,19,21, 24;14:1,19;15:1,3,7, 14,17,22;16:3,5,14, 16,18,19,23;17:1,3,8, 10,14,16,23;18:2,6,9, 13,16,19;20:3,5,9,14, 17,19;21:5,10,15,20; 22:1,3,5,7,9,23; 23:24;24:3,4,12,14, 16,17,20;25:2,9,11, 15,18,20;26:1,9,13, 17,20,24;27:1,4 CourtCall (1) 6:9 courts (1) 11:5 court's (1) 16:2 covered (1) 11:22 cross-border (1) 14:21	16:4 decide (1) 21:7 default (1) 21:7 defendant (1) 13:14 Defendants (12) 2:7;6:17,24;9:14; 11:9,11;13:13;20:6, 12;21:21;25:23; 26:11 defense (1) 9:13 delayed (1) 11:24 delivery (2) 8:11,11 demonstrated (1) 23:1 dependent (1) 17:7 Deposit (2) 6:4,11 detail (1) 25:6 details (7) 10:8,16,18;18:11, 14,22;19:4 DIA (2) 11:3,8 difference (1) 8:7 different (2) 13:12;18:24 director (3) 8:9,14;9:2 disagreements (1) 23:2 disclosures (1) 22:10 discovery (12) 11:15,22;12:1; 22:13,19,23,25;23:2, 23;26:4,14,21 discussion (1) 26:7 discussions (5) 10:9,13,16;11:21, 24 dismissal (2) 11:13;23:16 dispute (3) 12:24;17:18;20:20 disputed (1) 8:15 disputes (1) 13:1 district (3) 24:14,16,17 Doc# (2) 3:2,4 Dock (1)	8:1 docket (3) 7:25;14:3;20:21 dockets (2) 13:10;15:21 doctrine (1) 18:5 dollars (1) 24:13 done (6) 14:16;19:2,11,11, 12;22:10 doubt (1) 14:7 down (2) 10:1;22:11 due (1) 24:15	et (3) 2:6;6:5;15:14 even (3) 12:25;14:14;24:6 Everybody (2) 19:11;20:15 exactly (2) 9:6;17:9 except (2) 6:24;15:7 exchange (2) 9:14;13:22 execute (1) 17:7 executed (1) 17:22 exist (1) 13:1 expect (4) 10:18,22;11:12; 23:20 expectation (1) 15:15 expediting (1) 19:20 expend (1) 10:25 expense (1) 11:25 expiration (1) 15:10 extend (3) 11:16,18;15:8 extended (2) 15:6,11 extending (1) 22:17 extent (2) 17:24;24:21	14 feet (2) 18:4;19:16 few (2) 19:4;21:14 file (1) 14:4 filed (2) 7:12;13:5 find (1) 7:21 fine (5) 9:23;13:7,22; 14:19;24:24 finish (1) 14:15 fire (2) 18:5;19:16 firm (1) 18:25 First (5) 6:6;7:5;9:1;12:24; 19:1 five (1) 15:10 flex (1) 19:13 flexibility (2) 19:14,16 Floor (1) 5:5 folder (1) 7:19 forego (1) 24:22 foreign (5) 6:7,13;16:12;17:6, 22 form (2) 10:7;20:5 forth (1) 17:5 forty-five (3) 22:11,21;23:4 forward (2) 22:12;23:14 FOUNDATION (4) 2:6;6:4;7:1;13:17 fourteen (2) 22:10,21 front (1) 8:2 funds (1) 25:2 further (1) 15:7 future (1) 18:1
D		E	F	G
DANIEL (4) 5:2,8;6:16,16 date (7) 9:22;10:5;15:10; 21:21;22:14,22; 23:11 dated (1) 8:3 dates (4) 15:6;17:24;21:16; 23:6 date's (2) 20:23;21:17 day (2) 7:22;26:8 days (9) 15:10;22:11,12,14, 19,21,21;23:4;24:15 deadline (3) 15:8;19:24;21:6 deadlines (4) 14:15;15:4,13,14 deal (5) 14:5,11;21:18; 23:3;24:19 dealing (1) 18:24 debtor (1)		earlier (1) 10:5 ECF (1) 7:25 effective (1) 11:6 effectively (1) 11:3 effectiveness (1) 14:18 effort (1) 24:25 electronic (1) 12:1 else (1) 26:2 elsewhere (1) 14:9 enforcing (1) 11:25 English (1) 16:7 enough (2) 25:17;26:19 enter (6) 10:2;14:22;21:7, 21;23:22;26:9 entered (6) 13:7;14:1;21:16; 23:23;24:9,10 entering (2) 10:7;26:15 Entities (3) 5:3,3;12:1 eScribers (1) 3:21 ESQ (1) 5:8 establish (1) 23:10 established (1) 15:8	fact (6) 8:8,13;14:8;22:12, 13,19 fair (4) 17:11,13;25:17; 26:19 fantastic (1) 19:3 far (5) 11:15;13:1;20:22; 21:16;24:20 fashions (1) 19:20 favor (1) 14:7 February (1) 2:14 Federal (1) 22:24 fees (5) 24:11,14,21;25:7,	Garvey (2) 24:8,24

gave (1) 14:5 generally (1) 10:9 gets (1) 25:24 given (2) 19:14,22 GLENN (1) 2:20 Good (4) 6:15;15:7,21; 23:11 good-faith (3) 10:15;11:23;15:11 Granik (2) 8:21,22 Granik's (1) 8:21 grants (1) 17:23 great (1) 19:1 Green (1) 2:11 grounds (1) 22:16 Group (1) 7:5 H hand (2) 8:10,11 happen (2) 18:3;20:2 happening (1) 10:10 happy (1) 10:6 hard (1) 19:12 heard (2) 9:1;14:25 hearing (3) 10:3;14:6;19:1 Heather (1) 3:20 held (1) 24:3 herein (1) 15:6 hiccups (2) 19:4,7 Hold (2) 6:19;25:13 holding (1) 14:3 HON (1) 2:20 Honor (48) 6:8,15;7:11,16; 8:2,4,7,22,25;9:15,	21:10;12,17,18,24; 11:1,2,7,11,12,15,17, 20:12;1,9,21,22,23; 13:16;14:24;15:16; 16:2;18:4;19:14,15; 20:12;21:4,11,19,23; 23:20,23;24:9,18; 25:7,25;26:3;27:3 Honor's (3) 11:22;18:17;25:19 hope (3) 12:17;16:2;25:23 hopeful (2) 11:7;22:12 Hopefully (2) 20:2;23:15 hoping (1) 24:16 hours (1) 20:1 I idea (2) 19:25;20:2 identified (1) 21:2 Ilya (2) 7:1;8:8 impose (1) 15:14 Inc (3) 6:24;7:5,9 include (1) 12:20 includes (1) 15:5 incurred (1) 25:13 indicate (1) 13:6 indicated (1) 20:24 indication (2) 13:11;16:8 information (4) 11:20;12:3;15:18; 19:19 informed (1) 11:4 initial (2) 22:10,10 Innovative (1) 7:4 Insurance (2) 6:4,11 Integrated (1) 7:5 intent (1) 23:13 intention (2) 9:25;10:2 interest (1)	25:19 intimately (1) 18:21 into (6) 8:19;10:8,18;16:7; 18:11;19:3 involve (1) 11:13 involved (3) 10:15;12:10;18:21 issue (2) 9:1;14:1 issues (2) 10:25;22:25 items (1) 24:1 J January (2) 8:3,5 JUDGE (5) 2:21;7:22;14:10; 24:7,24 judges (1) 15:20 jurisdiction (2) 10:21;24:6 K keep (1) 23:14 Khan (1) 6:10 kind (1) 11:16 knowledge (2) 19:7,8 known (1) 8:21 knows (2) 9:16;11:2 L Larisa (9) 6:13,17,24;7:10, 11:8;21;9:12;11:2; 20:15 LARMAR (4) 2:6;6:4;7:1;13:16 last (4) 7:16;8:21;10:14; 15:5 later (1) 22:14 LAW (5) 5:2;6:15;11:1; 16:25;18:24 learned (1) 12:22 least (3)	11:9,9;26:10 leave (1) 15:13 leeway (1) 14:5 less (1) 15:9 limited (2) 13:3;18:23 line (1) 14:15 literally (1) 19:25 little (5) 10:5;18:21;19:6, 18,22 LLC (10) 3:21;7:1,2,2,2,3,3, 3,4,4 LM (10) 5:3;7:1,2,2,2,2,3,3, 3,4 located (1) 21:15 longer (1) 11:18 look (2) 7:20;24:20 looked (1) 13:10 lot (2) 12:22;18:11 M mail (2) 8:11,12 main (2) 22:25,25 Management (6) 7:4;10:2;13:8; 14:23;23:8;26:9 many (1) 12:25 Marks (62) 6:8,8;7:9,11,14,16, 19,22;8:1,4,7,18,25; 9:4,8,11,19,21;10:9, 12;12:7,9,21;13:16, 20;15:16,18;16:4,17, 24;17:2,9,13,15,17; 18:4,21;19:10,19; 21:1,4,6;22:18; 23:19,20;24:1,9,13; 25:5,10,12,17,19,22; 26:2,3,12,15,19,22, 25;27:3 Markus (13) 6:13,17,24;7:10, 11:9;12;11:3;12:20; 13:1,13;20:16,19,23 MARTIN (1) 2:20	matter (2) 14:8;15:18 May (16) 6:6;8:15,22;12:19, 23;15:4,6;18:8,22; 19:18,19;20:20; 25:7;26:4,5,5 maybe (3) 16:10,11;19:6 mean (1) 21:24 minutes (1) 21:14 Mister (1) 12:10 modified (1) 15:6 modify (2) 15:8;25:1 months (1) 16:10 more (2) 12:5;18:21 morning (2) 6:15;9:10 Moscow (10) 6:9;12:10;16:14, 16;17:8,11,21,23; 18:2;22:16 motion (6) 12:13;20:1,9,10; 22:3;25:12 move (9) 14:15;15:20; 19:25;21:5,24; 22:12;23:3,11,14 moved (1) 9:15 much (2) 7:6;27:1 must (1) 20:6 N nature (1) 11:23 necessary (1) 17:24 need (6) 10:25;11:4,11,18; 14:14;26:5 needs (1) 10:17 Neither (1) 24:14 New (5) 2:12,12;3:23;5:6; 8:19 next (3) 11:10;12:12;23:8 Nina (1) 6:10
---	---	--	--	--

Non-issue (1) 13:25 nor (1) 24:13 nudge (1) 14:14 number (2) 7:25;8:1 numbers (1) 6:5 NY (2) 3:23;5:6	outlining (1) 22:23 outside (3) 10:23;13:14;14:11 over (2) 10:20;12:24	6:2,6 PLLC (1) 5:2 point (3) 12:21;13:7;26:5 position (2) 13:16;25:3 practice (1) 12:13 prepared (2) 15:12;20:5 present (1) 16:15 presumably (1) 24:19 presume (1) 16:14 Pretrial (2) 3:2,4 pretty (1) 23:7 principal (1) 13:17 principle (2) 11:8;15:24 prior (1) 15:10 probably (1) 11:16 problem (2) 18:3,5 Proc (1) 2:4 Procedure (1) 22:24 proceeding (3) 6:5;14:13;26:18 proceedings (8) 6:3;10:11;14:3; 20:25;21:3;22:15; 23:16;27:5 process (4) 9:14;12:5;13:9,12 progress (1) 15:11 promptly (4) 8:24,25;17:10; 24:17 Property (1) 7:4 proposed (7) 16:6,15,20;17:5,6, 19;23:5 Protax (1) 5:3 provide (3) 22:9,13,18 provides (1) 16:20 provision (2) 10:4;22:20 provisions (1) 23:7	punitive (1) 23:14 push (1) 14:22 put (3) 22:11,19,21	request (1) 12:16 requested (1) 24:18 required (4) 13:5,9;16:19; 22:24 requiring (1) 23:9 resolution (2) 11:17;23:16 resolve (5) 12:24;15:12; 23:21;24:4,17 resolved (3) 19:7;25:16,24 resources (1) 10:25 respect (1) 13:12 response (1) 9:22 result (1) 23:15 resulted (1) 10:13 retained (2) 9:10;20:1 returned (1) 8:13 reverse (1) 24:25 reversed (1) 24:24 Richards (1) 3:20 right (17) 6:2,22;7:9;8:6,23; 13:15;18:6,20; 19:20;21:20;24:20; 25:5,18,20;26:1,17; 27:2 roadblock (1) 16:11 roughly (1) 24:15 ROZHKOV (4) 2:3;6:3,12;11:9 rule (4) 14:12;22:9,24; 25:12 rules (2) 13:11;15:23 Russia (3) 7:12;14:19;15:23 Russian (4) 11:1,5;12:14; 16:24
O	P		Q	
obviously (2) 11:14;13:12 October (1) 10:13 office (7) 6:10,10,15;8:10, 12;12:10;13:18 officer (3) 8:9,14;9:2 OFFICES (1) 5:2 once (2) 12:15;26:9 One (6) 2:11;6:11;10:18; 12:23;14:19;26:3 ongoing (2) 9:16;13:6 only (3) 13:14;19:17,23 open (1) 24:1 operations@escribersnet (1) 3:25 order (31) 10:3,7;11:5,15,22, 25,25;12:4;13:8; 14:2,23;15:5,5,6,7,9; 16:24;19:24;20:5; 21:16,20;22:14,22; 23:23;24:5,7,10,11, 14;25:1;26:10 ordered (3) 24:3,21;25:2 orders (2) 23:22;24:18 Ordinarily (3) 22:9,18,21 otherwise (12) 9:15;10:4;11:21; 12:4;19:25;20:6; 21:6,22,24,25;22:1; 26:6 out (4) 10:17;14:6;16:25; 25:21 outlined (1) 19:15	paid (1) 25:8 Panama (1) 13:17 paragraph (1) 15:5 part (2) 11:21;24:22 parties (7) 12:12;14:4,14; 15:14;22:22;24:23; 26:10 party (1) 11:11 patience (1) 14:5 pay (5) 24:4,11,13,21;25:2 payment (1) 16:25 payments (1) 16:20 pen (1) 6:21 pending (1) 25:12 people (1) 8:11 perhaps (2) 12:15;21:23 periodically (1) 13:4 permission (1) 16:2 permitted (1) 8:12 personally (1) 25:8 ph (2) 8:21;24:8 Philadelphia (1) 6:10 place (1) 13:17 Plaintiff (2) 2:4;6:11 plan (4) 8:14,15;22:24; 23:2 plead (4) 20:6;21:6,22;22:1 pleading (2) 10:4;22:3 Please (2)		R	
			ran (1) 14:6 rather (1) 8:19 reach (2) 12:11;21:13 reached (2) 9:21;11:8 read (1) 7:13 ready (1) 6:21 Realty (8) 7:1,2,2,2,3,3,3,4 reason (1) 23:11 recall (1) 8:22 recently (1) 10:15 regarding (3) 10:23;13:9;19:23 regards (1) 20:8 relevant (3) 11:9;12:12,16 reluctant (1) 17:17 remain (1) 14:3 remember (3) 12:23;25:7,11 reply (1) 24:15 report (3) 13:9;16:6;22:23 reports (2) 13:5;23:9 represent (7) 6:10,12,16,23; 9:13;20:13,25 representative (4) 6:7,13;17:6,22 representatives (1) 16:12 representing (3) 7:1;21:12;25:23	
				S
				sale (1) 16:21

same (1) 22:5	shared (1) 11:20	12:25;13:2,13,14; 14:11;15:20;26:6	8:13;15:19;16:24; 20:19	12:5
sanctions (3) 24:4,10;25:1	sheet (1) 10:13	status (5) 13:5,9;16:6;23:9; 24:7	took (1) 7:22	W
save (1) 11:25	short (1) 13:5	stayed (1) 24:14	Transcribed (1) 3:20	wait (1) 16:9
saw (1) 20:22	shortly (1) 12:17	still (1) 24:1	translated (1) 16:7	waive (1) 9:13
saying (1) 17:18	shown (1) 15:7	strongly (1) 18:4	trustee (3) 11:2,3;16:25	wants (1) 19:11
scenes (1) 18:23	sign (3) 15:22;16:1,13	submit (1) 22:23	two (14) 6:3,5;7:22;10:11; 11:2,8,10;12:12; 17:4;19:2,5,18;20:1; 23:16	waste (1) 18:17
schedule (2) 19:24;23:14	signed (2) 16:10;18:1	substantial (1) 25:14	type (2) 11:17;12:13	wavelength (1) 22:5
scheduling (3) 10:3;14:23;26:10	simply (4) 8:15;15:13;17:17, 25	suddenly (1) 19:6	typically (1) 15:19	way (1) 18:20
seated (1) 6:2	SINGER (46) 5:2,8;6:15,16,16, 20,23;7:7,8;8:13;9:1, 4,7,8,9,18,20;10:1; 13:21,22,25;14:24; 15:2,3;18:6,8,10,11, 15,17,20;20:4,8,11, 15,18;21:9,11,19,23; 22:2,4,6,8;25:21,25	Suite (1) 3:22	U	Wednesday (1) 7:17
second (4) 6:19;10:22;15:1; 26:3	sit (2) 10:1;16:9	sure (5) 6:21;7:18;9:18; 12:7;24:6	Um-hum (4) 6:20;13:23;15:2; 16:23	weeks (8) 11:10;12:12,15; 15:23;17:4;19:2,5,18
Secretary (1) 8:20	six (3) 12:15;15:23;16:10	suspect (1) 11:16	uncommon (1) 14:21	well-intentioned (1) 14:14
seek (1) 21:7	sixty-day (1) 9:14	system (1) 15:20	uncover (1) 26:7	West (1) 7:3
self-explanatory (1) 23:7	small (1) 8:7	T	under (1) 16:24	what's (3) 10:10;19:22;24:7
Sergey (1) 6:9	Sokolov (1) 6:9	talk (2) 9:11;15:3	underlying (1) 10:10	Whereupon (1) 27:5
serve (4) 8:9,15,20;21:13	somebody (2) 16:21;21:1	technicalities (1) 11:1	uninformed (1) 13:7	whole (1) 25:24
served (8) 7:10,11,14,15;8:5; 13:11;20:20,20	sometimes (1) 14:14	technicality (1) 17:2	United (10) 2:10;10:20,24; 12:25;13:2,13,14; 14:11;15:20;26:6	who's (3) 13:14;16:21;21:2
service (12) 7:12,17,24;9:5,13; 13:9,12,13,21;20:21, 22;25:22	Sorry (5) 9:9;20:11,11; 21:23;22:8	telling (1) 16:12	unless (2) 17:22;19:6	widow (1) 8:21
set (4) 13:8;14:6;15:4,13	sort (1) 14:3	ten (1) 24:15	unrealistic (3) 19:6,18,22	willing (2) 15:4;23:6
sets (1) 17:5	sought (2) 15:10;17:20	term (1) 10:13	up (2) 10:9;13:7	within (5) 11:10;17:4;19:2; 22:10,21
setting (1) 23:8	speak (1) 23:24	terminology (1) 21:24	US-based (1) 18:22	Without (5) 10:17;16:1,13; 18:11;19:3
settle (1) 24:23	speed (1) 10:10	terms (7) 11:1;14:19;15:25; 16:17;17:6;18:22; 26:3	V	worked (2) 10:17;18:20
settlement (37) 9:16;10:8,13,16, 17,19,20,23;11:5,12, 13,21,24;12:17,20; 13:2,6;14:7,16,17, 20;15:22;16:7,13,15, 20;17:5,19;18:1,12, 16;22:15;23:5,6,15, 21;24:22	standard (1) 15:5	thereafter (1) 17:10	vacate (2) 24:5,25	working (3) 18:23;19:12;25:21
settlements (1) 10:14	stands (1) 8:22	there'd (1) 12:13	valuable (1) 12:3	works (1) 15:20
settling (1) 14:8	State (2) 6:3;8:20	though (1) 12:25	Victor (1) 25:1	world (1) 14:9
Seventh (1) 3:22	stated (1) 21:14	three (5) 11:10;17:4;19:2,5, 18	view (2) 12:14;15:25	Worms (7) 20:24;24:3,7,11; 25:1,6,8
shall (3) 15:9;22:13,22	statement (2) 17:12,13	today (1) 12:15	Vneshprombank (1) 6:12	Worms' (1) 24:15
	States (10) 2:10;10:20,24;	today's (3) 13:8;14:2,6	voluntary (1)	written (7) 14:17;15:9;16:6,7; 17:5;22:23;23:9
		told (4)		Y
				year (1)

10:14				
York (5)	3			
2:12,12;3:23;5:6;				
8:19	3 (2)			
Yuri (1)	3:4;22:25			
6:12	30th (1)			
1	8:3			
	31B (1)			
1,3,4,5,7,8,9 (1)	7:1			
3:2	31C (1)			
10 (1)	7:2			
23:8	352 (1)			
10001 (1)	3:22			
3:23	3rd (9)			
10017 (1)	5:4;9:15,22;10:5,			
5:6	6,7;19:24;20:7;			
10C (1)	21:21			
7:4	4			
11 (1)				
25:12	4 (1)			
11:11 (1)	2:14			
2:15				
11:41 (1)	6			
27:5				
120 (2)	60,000 (1)			
22:18,19	24:13			
15 (6)	630 (1)			
10:10;14:10;23:1,	5:4			
17;26:4,20	6th (1)			
18 (1)	23:8			
7:3				
180 (2)	9			
22:14,19				
18th (1)	9 (2)			
5:5	7:25;8:1			
19-01413 (1)	973406-2250 (1)			
6:5	3:24			
19-01413-mg (1)				
2:5				
19-01414 (1)				
6:6				
2				
2 (1)				
23:9				
2020 (4)				
2:14;8:3,5;23:9				
20A (1)				
7:3				
23H (1)				
7:3				
24 (1)				
7:2				
26a (1)				
22:9				
26f2 (1)				
22:24				
27D (1)				
7:2				
27th (1)				
8:5				